



**IDAHO TRANSPORTATION DEPARTMENT (ITD)**  
**INVITATION TO BID (ITB)**  
**REQUISITION # K-057720**  
**MANUFACTURED HOUSING (LOWMAN)**

May 6, 2012

**ALL sealed bids must be received by 5:00 PM MDT on May 31, 2012. Sealed bids will be opened at 10:30 AM MDT on June 1, 2012** at Business and Support Management, Purchasing Unit, at 3311 West State Street in Boise. **The scope of work consists of the purchase and full setup/installation of one or two singlewide, manufactured housing buildings in accordance with the plans and Special Provisions contained herein.**

**Public Works Licensing IS Required**

**ALL QUESTIONS MUST BE RECEIVED NO LATER THAN May 25, 2012 AT 5:00 PM MDT**

**All questions relating to BID SPECIFICATIONS MUST BE EMAILED TO: [jason.williamson@itd.idaho.gov](mailto:jason.williamson@itd.idaho.gov)**

Contact Jason Williamson, Grants/Contracts Operations Analyst, for clarification of bid requirements at (208) 334-8081.

FOR BID UPDATES, ADDENDUMS, BID RESULTS, OR POTENTIAL PLAN HOLDERS LIST, go to:  
<http://itd.idaho.gov> "Doing Business with ITD", "ITD Goods and Services"

**RETURN BID IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN:**

**ATTENTION: BUSINESS & SUPPORT MANAGEMENT – PURCHASING**

**Vendor Name:** \_\_\_\_\_

**Bid Close Date:** May 31, 2012 5:00 PM MDT

**Bid Open Date:** June 1, 2012 10:30 AM MDT

**Item Bidding:** MANUFACTURED HOUSING (LOWMAN)

**Mailing Address**

Idaho Transportation Department  
Business & Support Management - Purchasing Unit  
3311 W. State St. (P.O. Box 7129)  
Boise, ID 83703 (83707-1129)

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**ATTACHMENTS:**

- SPECIFICATIONS
- DRAWINGS
- SIGNATURE PAGE
- BID SCHEDULE
- CONTRACTOR'S AFFIDAVIT – ALCOHOL AND DRUG FREE WORKPLACE
- CONTRACTOR'S AFFIDAVIT – ILLEGAL ALIENS
- SUBCONTRACTORS FORM
- CONTRACTOR'S RESPONSIBILITY PAGE
- POTENTIAL BIDDERS LIST

## **1. GENERAL INFORMATION**

### **1.1 SCHEDULE OF EVENTS**

ITB Release Date:	5/6/2012
Questions Due:	5/25/2012
Bid Closing Date:	5/31/2012
Bid Opening Date:	6/01/2012

### **1.2 PURPOSE**

The purpose of this ITB is to solicit sealed bids to establish a contract between ITD and a Contractor, for the purchase and full setup/installation of one or two singlewide, manufactured housing units at the Lowman Maintenance site located at #5 Riverfront Drive, Idaho.

### **1.3 SUMMARY SCOPE OF WORK**

The scope of work consists of the purchase and full setup/installation of one or two singlewide, manufactured housing buildings as shown on the Attached Plan Sheets and described in the Specifications and Architectural Special Provisions. The manufactured building/buildings is/are to be set on block with blocking and tie down per code on existing concrete pad. Concrete pad with utilities located to approximate center pad by ITD.

ITB includes two options shown as Housing Unit #1 and Housing Unit #2 on project drawings. ITD will select either Unit # 1, or Unit #1 and Unit #2, whichever is deemed to be in the best interest of the State, based on total cost of each unit.

The dimensions specified are nominal and minor changes necessary to accommodate suppliers' modular designs may be accepted by the Architect.

The Contractor shall furnish and install all necessary parts and accessories required for complete installation and other items essential for the complete project.

### **1.4 CONSTRUCTION REQUIREMENTS**

The manufacturer's designed building must be structurally adequate to support the combined loads of 134 pounds per square foot of roof snow load minimum; 90 mile per hour wind load; and the

dynamic and static loads incorporated into the design and use of these buildings. The successful bidder shall show the complete engineering proof that the structure will support these loads.

#### **1.5 METHOD OF MEASUREMENT**

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Measurement will be on the lump sum basis for the installation of the manufactured housing units in place and in accordance with the plans and specifications.

#### **1.6 BASIS OF PAYMENT**

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The accepted quantities will be paid for at the contract unit prices for the items listed below:

Payment will be made under:

**Pay Item #1**

Purchase and Install a Singlewide Manufactured Housing Unit #1, Building No.3195 (Lowman)

**Pay Unit**

Lump Sum

**Pay Item #2**

Purchase and Install a Singlewide Manufactured Housing Unit #2, Building No.3196 (Lowman)

**Pay Unit**

Lump Sum

## **2. ARCHITECTURAL SPECIAL PROVISIONS**

### **2.1 GENERAL**

The Contractor shall supplement the plans for such working drawings as are necessary to adequately control the work. Materials incorporated into this project shall be new and free from defects and of the best commercial quality for the purpose specified.

### **2.2 SUBLETTING / SUBCONTRACTING OF CONTRACT**

The Contractor will be permitted to sublet / subcontract a portion of the work but shall perform with the Contractor's own organization, work amounting to not less than 20 percent of the total original contract cost, per ITD Standard Specifications, Section 108 - Prosecution, Progress and Termination.

### **2.3 GUARANTEE**

Excepting where certain portions of the work call for a longer period, all work shall be guaranteed for a minimum period of one year after the date of final acceptance; during the guarantee period, any repairs or replacements required because of defective workmanship or material shall be at the Contractor's expense.

### **2.4 WARRANTIES, GUARANTEES AND INSTRUCTION SHEETS**

Three (3) copies of the manufacturer's warranties, guarantees, instruction sheets, and parts lists for all Contractors' furnished materials shall be turned over to the State upon completion of the project.

### **2.5 PERMITS**

Pursuant to Section 39-4103 Idaho Code, the Division of Building Safety is responsible for the issuance of building permits and building inspections for construction projects owned by the State of Idaho. This is separate from any required electrical, plumbing, mechanical or elevator permits. The Contractor shall obtain and pay for all licenses and permits and shall pay fees and charges for connection to outside services to include, water sewer and electricity and use of public or private property for storage of materials, etc. The Contractor shall comply, without additional expense to ITD, with all State, County and Municipal building ordinances and regulations insofar as the same are binding upon the State. ITD will reimburse the Contractor for utility hookup fees at invoice costs.

### **2.6 CODES**

The Contractor, including subcontractors, shall submit their bid in accordance with plans and specifications. If plans and specifications do not comply with any codes having jurisdiction in that

particular place or construction, the Contractor shall notify ITD prior to bidding in writing and faxed to the number stated in the bid document. If prior notification is not given, it shall be assumed that the Contractor's base bid includes, to the best of their knowledge and experience, all work necessary to comply with such codes.

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**2.7 WORK NOT NOTED, DETAILED OR SPECIFIED**

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All work required for complete installation or assembly shall be included in the Contractor's bid. Where minor portions of required work are not noted, detailed, or specified, such work shall be done in accordance with proven construction practice or accepted industry standards at no additional cost to the owner. The Contractor shall be held responsible for verification of existing job conditions prior to bid. No additional cost shall be awarded to the successful contractor (or their subcontractors) after bids have been submitted and contracts awarded for failure to verify existing field conditions. Discrepancies or questions arising between actual field conditions and contract documents shall be made in writing and faxed to the number stated in the bid document.

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**2.8 CLEANING UP BUILDING**

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In addition to removal of rubbish and leaving the building rooms clean, the Contractor shall remove stains, spots, marks and dirt from decorated surfaces, clean hardware, remove paint spots and smears from all surfaces and clean fixtures, clean all glass; replace any broken glass.

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**2.9 TEMPORARY UTILITIES**

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The Contractor shall visit the site and determine what measure, if any, will need to be taken to provide for utilities for construction work, which may occur before the time that permanent services will be available.

The Contractor shall make arrangements for and furnish at their own expense, all water, sanitary facilities and other utilities necessary for construction purposes. All utilities shall be at the Contractor's expense until final acceptance.

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**2.10 PROTECTION**

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The Contractor shall, at all times, protect building from damage; remove and replace with new work any work damaged by failure to provide protection. Replacement of damaged work will be at no additional cost to ITD.

The Contractor shall provide and maintain weather protection and heating as required for the protection of the work from the beginning of the work until final completion, acceptance, or occupancy. Methods and extent of protection and heating shall be subject to the Owner's approval.

## **2.11 PRIOR APPROVAL**

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The references made to materials equipment, appliances or fixtures in the plans or these specifications, where manufacturers' products or brand names are specified, are made to show standards for comparison only as to type, design character, or quality of the article desired, and are not for the purpose of restricting bidders to these products or brand names. The term "or equal" as used herein shall be understood to mean equal to that specified for fulfilling the intended requirements in the judgment of the Owner. THE BURDEN OF PROVING THE EQUALITY SHALL BE THE CONTRACTOR'S RESPONSIBILITY. The Owner's decision shall be final. Shop drawings or manufacturer's literature for the substitute item and for the specified item shall be submitted to support the Contractor's requests on all substitutions.

All requests for approval of change in design of function of materials specified must allow 14 days review time, after receipt of all necessary documents, by the Owner. Approval of submittals shall not relieve the Contractor from responsibility for deviations from the plans or specifications, unless they have, in writing, called the Owner's attention to deviations at the time of submission, and obtained the Owner's written approval. Approval of submittals does not relieve the Contractor from responsibility for errors in shop drawings or literature.

## **2.12 SUBMITTALS**

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Minimums of five (5) complete hard copy submittals and one (1) electronic copy submittal is required on all products, unless more are required in the Architectural Specifications.

Submittals shall contain:

Project name and number

1. Date of submission and dates of any previous submissions.
2. The names of the contractor, sub-contractor and manufacturer.
3. Contractors stamp, initialed or signed, certifying to review of submittal.
4. Identification of any deviation from Plans or Specifications.
5. Identify each submittal item by specification section, manufacturer, brand, trade name, number, size, rating, or whatever other data is necessary to properly identify and check materials and equipment. The words "as specified" are not sufficient identification.

**THE CONTRACTOR SHALL SUBMIT ALL REQUIRED SUBMITTALS WITHIN 30-DAYS OF CONTRACT SIGNING.** If submittals are not received within the 30 days of contract signing and the Contractor has not requested and received an extension of time for submittal submission based on delay beyond the Contractor's control, Authority to Proceed will be given immediately and Contract Time will start. Normally, Authority to Proceed will be given after submittals are approved and returned to the Contractor, as well as, construction and material delivery schedules established.



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**2.13 AS-BUILT DRAWINGS**

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The Contractor shall provide the Architect with three (3) complete sets of as-built drawings. As-built drawings shall provide detailed and accurate sizes, dimensions and locations of all work items covered under this contract. Contractor shall instruct the separate trades to keep accurate measurements and records of their installation, as the work proceeds. No measurement or payment will be made for as-built drawings, but the cost thereof shall be considered incidental to the items of work under this contract.

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**2.14 OPERATION, MAINTENANCE INSTRUCTIONS AND MANUALS**

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The Contractor shall train ITD's personnel in the general use and maintenance of all installed equipment and accessories. The Contractor shall provide three complete copies of "Operations and Maintenance" manuals for ITD's use. The manuals will identify all parts of equipment and show complete wiring diagrams. The manuals will include copies of warranties for all items.

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**2.15 DIMENSIONS AND MEASUREMENTS**

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The Contractor shall field verify all dimensions pertaining to the work and shall be responsible for the determination of all quantities of materials required for the work and for the accuracy of all dimensions of materials and items fabricated for this project. The Contractor shall not rely on the scale drawings in the project drawings for the determination of exact quantities or dimensions.

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**2.16 COORDINATION AND CONTROL**

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This work shall proceed in an effective sequence so as to eliminate unnecessary work stoppages at the building.

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**2.17 SUPERINTENDENT**

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The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of work. The superintendent shall be satisfactory to the Owner, and shall not be changed except with the consent of the Owner unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in their employ. Under this circumstance, the new superintendent shall also be satisfactory to the Architect. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications will be confirmed in writing.

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**2.18 ITD USE OF BUILDING**

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ITD reserves the right to occupy and/or use the building or portions thereof, including portions during the construction period and prior to final acceptance. Such occupancy and/or use shall not

constitute acceptance of the Work or any part thereof. The contractor shall take special care to insure that no unnecessary disruptions or normal routines will occur at the project work site. Access to and egress from buildings, grounds, services areas, drives, and streets shall be maintained at all times. Temporary disruptions of building services, equipment, etc. shall be scheduled with ITD. Normal functions shall be restored as quickly as possible.

### **3. BID GUIDELINES**

#### **3.1 INFORMATION GIVEN PRIOR TO AWARD**

Oral explanations, instructions and interpretations given to bidders prior to award of contract will not be binding. It is the Department's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data or interpretations which the Department discovers is lacking and may be important to all bidders, will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.

#### **3.2 PERFORMANCE**

Submission of a bid by any Contractor shall be accepted as prima facie evidence that they have satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint them with all available information, including a physical survey of the site of the proposed work, shall not relieve them from successfully performing all the work required.

#### **3.3 BIDDING REQUIREMENTS AND CONDITIONS**

Sealed Bids will be received at the time and place stated on the Cover Page. Timely receipt of Bids will be determined by the date and time the Bid is received at the address specified. Hand delivery is encouraged to ensure timely receipt. No Bid will be accepted after the time indicated. All material that is submitted in accordance with this solicitation becomes the property of the State of Idaho and will not be returned.

The bidder shall submit their bid upon the forms furnished by the Department. All figures shall be written in blue ink or typed. Penciled entries will not be accepted. If entries are in pencil, the bid shall be considered irregular and the bid will be rejected.

The bid shall be signed with blue ink by the individual or agency authorized to sign and submit this bid for the bidder. The bid signature page must include the bidder name and address and the state and address in which the business is domiciled.

#### **3.4 IRREGULAR BIDS**

Bids will be considered non-responsive and shall be rejected for the following reasons:

1. If the Bid Form(s) are on a form other than that furnished by the State or if the form is altered or any part thereof is detached.

2. If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the Bid Schedule does not contain a unit price for each pay item listed except in the case of alternate pay items.
5. If the Bid Documents are not sealed, when received by the Department.
6. If the Signature Page is not signed in blue ink and returned with your bid.
7. If Addendums are not signed, in blue ink, and returned with the Bid Documents.
8. If the required Public Works License Number(s) is not inserted on the 'Signature Page'.

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### **3.5 DISQUALIFICATION OF BIDDERS**

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Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their bid or bids:

1. More than one bid, for the same work from an individual, partnership or corporation under the same name or a different name.
2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the State until any such participant shall have been reinstated as a qualified bidder.
3. Bidder, or its principals or affiliates, is disbarred, suspended, or ineligible from federal contracting; see Idaho Code § 67-5730 (2) (f).

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### **3.6 BID GUARANTY (Five Percent Bid Bond)**

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No bid will be considered unless accompanied by a 5% Bid Bond of the character and in an amount not less than the amount indicated on the Bid.

Bid Bonds shall be submitted on the most current version of The American Institute of Architects (AIA) Document 310, signed by the bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the bid bond.

Guarantees submitted via any other obligation **WILL NOT** be considered and the bid will be rejected.

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### **3.7 RETURN OF BID GUARANTY (Five Percent Bid Bond)**

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Bid guaranties, except those of the two lowest responsive bidders, will be returned immediately following the opening and checking of the bids. The retained bid guaranty of the unsuccessful of the two lowest responsive bidders will be returned within 10 days following the award of contract and

that of the successful bidder will be returned after satisfactory Surety bonds have been furnished and the contract has been executed.

### **3.8 SURETY BOND REQUIREMENTS (Performance and Payment Bonds)**

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The lowest responsive bidder shall furnish a performance bond and a payment bond each in the amount of the contract.

Performance and Payment Bonds shall be submitted on the most current version of The American Institute of Architects (AIA) Document 312, signed by the bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the bid bond.

Guarantees submitted via any other obligation **WILL NOT** be accepted.

### **3.9 CONSIDERATION OF BID**

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After the bids are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be available <http://itd.idaho.gov> 'Doing Business with ITD', 'Bid and Contract Information', 'ITD Goods and Services'. The right is reserved to reject any or all bids, to waive technicalities, to advertise for new bids, or to proceed to do the work otherwise, if, in the judgment of the Department, it is in the best interest of the State.

### **3.10 BIDDER CHALLENGE TO DEPARTMENT DETERMINATION**

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A bidder who did not submit the lowest responsible bid as determined by the Department may within five (5) calendar days of bid opening file a written application to challenge the Department's determination of the lowest responsible bidder and apply to the Department's chief engineer for the appointment of a hearing officer to hold a contest case hearing. The application shall set forth in specific terms the reasons why the Department's decision is thought to be erroneous.

### **3.11 EXECUTION / AWARD OF THE CONTRACT**

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The award of contract, if it is awarded, will be made within 15 calendar days after the Intent to Award Notice letter has been mailed to the lowest responsive bidder whose bid complies with all requirements prescribed. However, the award may be deferred beyond 15 calendar days by mutual written agreement between the Department and the lowest responsive bidder.

The contract shall be signed by the lowest responsive responsible bidder and returned within 15 calendar days after the bidder has received the contract. If the contract is not executed by the State within 15 calendar days following receipt from the bidder of the signed contracts, the bidder shall

have the right to withdraw their bid without penalty. No contract shall be considered as effective until it has been fully executed by all of the parties thereto.

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**3.12 FAILURE TO EXECUTE CONTRACT**

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Failure to execute the contract, file acceptable bonds and submit acceptable evidence, if required by contract, of good faith efforts to obtain participation by disadvantaged businesses within 15 calendar days after the contract has been received by the bidder shall be just cause for the cancellation of the award of contract and the forfeiture of the proposal guaranty which shall become the property of the state, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder or the work may be readvertised and constructed under contract or otherwise, as the state may decide.

## **4. TERMS AND CONDITIONS**

### **4.1 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION**

The Standard Specifications for Highway Construction (ITD 2004), the most current Supplemental Specifications, the most current Quality Assurance Manual, the QA Special Provisions are incorporated by reference where applicable to this contract. The Idaho Transportation Department's Standard Specifications for Highway Construction manual is available to the Contractor for \$30.00 plus tax. Contact the Idaho Transportation Department at 334-8430 to purchase, or visit: <http://itd.idaho.gov/>, click on Publications, Highways, Specifications Manual to download a PDF version with the most current Supplements.

### **4.2 CONTRACT ADMINISTRATION**

Unless otherwise modified by this Invitation to Bid, the contract and work for the project shall be administered in accordance with ITD's 2004 Standard Specifications for Highway Construction. The most current version of ITD's Supplemental Specifications to the 2004 Standard Specifications shall also apply

### **4.3 CONTRACT AWARD**

Contract Award will be ALL OR NONE based on the "TOTAL BID AMOUNT" on the Bid Schedule.

### **4.4 LIQUIDATED DAMAGES**

The amount of Liquidated Damages for failure to complete the work within 60 calendar days will be \$100.00 per day.

### **4.5 PAYMENT REQUIREMENTS**

The Contractor will be paid in accordance with the bid schedule. Payments otherwise due may be withheld on account of substandard or defective work not remedied.

### **4.6 CHANGES**

The Department reserves the right to revise the "Work Locations and Schedule" and to make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the Department. Changes in compensation, which may result from such revisions, shall be documented by formal Amendment to the contract and approved by the Purchasing Agent.

### **4.7 CLAIMS FOR ADJUSTMENT AND DISPUTES**

If the Contractor believes that additional compensation is due them for work or material not clearly covered in the contract, or not ordered as extra work, as defined herein, they shall prosecute their claim in the following manner.

Prior to doing the work on which they believe additional compensation is due them, the Contractor shall notify the District Engineer, in writing of their intent to file a claim. If such notification is not given, then the Contractor shall thereby waive their right to any claim for such additional compensation.

At a minimum, the detailed letter shall include a narration of events, citing of entitlement and a showing of the amount of compensation and/or adjustment of time believed due. Full documentation for all elements in the letter shall be included. The claim will be considered and a determination made. The District Engineer will notify the Contractor in writing of the decision.

The decision will be final and conclusive unless, within thirty (30) days from receipt of the District Engineer's letter, the Contractor submits an appeal in writing to the Purchasing Agent. All pertinent information, references, arguments and data to support the claim shall be included. The Purchasing Agent will review the claim and the Contractor will be notified by mail. This decision will be final and conclusive.

In connection with any appeal proceeding under this subsection, the Contractor will be afforded an opportunity to be heard and offer evidence in support of their claim at any level of review. Pending final decision of a dispute hereunder the Contractor shall proceed diligently with performance of the contract.

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#### **4.8      FORCE MAJEURE**

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Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of the Contractor's finances shall not be a Force Majeure.

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#### **4.9      COMPLIANCE**

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If a formal and written complaint is registered with the Contractor in respect to unsatisfactory work performance, the Contractor will have 72 hours in which to respond in person to the complaint, to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in the Termination section.



If the District Engineer is not satisfied with the results and remediation of the complaint, periodic and joint inspections with the Contractor may be required to discuss and point out Contractors violations. Failure of the Contractor to attend these inspections may result in termination of the contract.

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**4.10     DEFAULT AND TERMINATION OF CONTRACT**

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Should the Contractor neglect to prosecute the work properly, or fails to perform any provision of the contract, the Department, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor or, at its option, may terminate the contract and take possession of all materials, tools, fixtures and furnish the work by such means as the Department sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor's surety shall pay the difference to the Department.

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**4.11     TERMINATION FOR CONVENIENCE OF THE STATE**

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The performance of work under this contract may be terminated by the state in accordance with this subsection in whole, or from time to time in part, whenever it shall be determined that such termination is in the best interest of the state. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

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**4.12     APPROPRIATION BY LEGISLATURE REQUIRED**

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The State is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations.

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**4.13     INDEMNIFICATION**

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The Contractor shall indemnify, save harmless, and defend regardless of outcome, the State from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or

property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

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**4.14 SAVE HARMLESS**

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The Contractor shall exonerate, indemnify, and hold the Department harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, workman's compensation, and income tax laws with respect to the Contractor or the Contractor's employees engaged in the performance of this Agreement.

The Contractor will maintain Worker's Compensation Insurance as required by Idaho Code and will provide to the department a certificate of Idaho Worker's Compensation Insurance issued by a surety licensed to write Idaho Worker's Compensation in the State of Idaho, or an extraterritorial certificate approved by the Idaho Industrial Commission from a State that has a current reciprocity agreement with the Idaho Industrial Commission. Failure to provide a Certificate of Workman's Compensation Insurance may result in a price adjustment to cover any cost to the Department of providing the necessary workman's compensation insurance. The Department will not assume liability as an employer.

The Contractor shall protect, indemnify, and save the Department harmless from and against any damage, cost, or liability including reasonable attorney's fees for any or all injuries to persons, property or claims for damages arising from any acts or omissions of the Contractor, its employees, or subcontractors.

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the Department be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.

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**4.15 ALCOHOL AND DRUG-FREE WORKPLACE**

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Along with its bid, the bidder shall submit an affidavit certifying compliance with Title 72, Chapter 17, Idaho Code, requiring the Contractor and its subcontractors at the time of bid to provide a drug-free workplace program and to maintain such program throughout the duration of the Contract. The form of affidavit is attached.

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**4.16 ILLEGAL ALIENS**

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Contractor warrants that any contract resulting from this Solicitation is subject to Executive Order 2009-10 [[http://gov.idaho.gov/mediacenter/execorders/eo09/eo\\_2009\\_10.html](http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html)]; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

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#### **4.17 INSURANCE REQUIREMENTS**

The Contractor shall carry such public liability and property damage insurance that will protect them and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

The Contractor shall not commence work under the contract until he obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until the contract is terminated.

##### **1. Commercial General and Umbrella Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this contract.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

##### **2. Business Automobile and Umbrella Liability Insurance**

Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

##### **3. Workers Compensation Insurance and Employer's Liability**

Worker's Compensation. The CONTRACTOR and all employers providing work, labor or materials under this contract, are subject employers under the Idaho Worker's Compensation Law, and shall comply with Idaho Statutes regarding Worker's Compensation.

For the duration of this Contract, and until all work specified herein is complete, the CONTRACTOR and all employers providing work, labor or materials under this contract, shall provide Idaho Worker's Compensation coverage that satisfies Idaho law for all their subject workers.

The CONTRACTOR must provide either a Certificate of Idaho Workers' Compensation Insurance issued by a surety licensed to write Idaho Workers' Compensation Insurance in the State of Idaho, as evidence that the CONTRACTOR has in effect a current Idaho Workers' Compensation Insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a State that has a current reciprocity agreement with the Industrial Commission.

Employer's Liability: This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. Employer's liability insurance shall be a minimum amount of \$100,000 per occurrence.

**Additional Requirements:**

**State of Idaho as Additional Insured:** The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the Idaho Transportation Department and its division, officers and employees as additional insured, but only with respect to the CONTRACTOR'S activities to be performed under this Contract.

**Notice of Cancellation or Change:** The CONTRACTOR shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without thirty (30) days prior written notice from the CONTRACTOR or its insurer to the Idaho Transportation Department. CONTRACTOR shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, Transportation Department and its divisions, officers and employees.

**IDAHO TRANSPORTATION DEPARTMENT  
SINGLE WIDE MANUFACTURED BUNKHOUSE BUILDING**

**Lowman, Idaho**

**Specifications**

**Chassis**

Type	Structural solid steel I-beam
Hitch	Detachable
Axles	Owner Retains
Stairway	Steel stairway with grated steps, 5'X5' grated landing, handrails & railing (2 each)

**Floor**

Floor Joists	2X6 16" o/c, 50# PSF
Sub Flooring	5/8" Cresdek as manufactured by Hambro Forrest Products Inc. or an approved equal
Floor Covering	Easy-clean vinyl flooring in entry, kitchen and bathrooms Base shall be 4" vinyl or rubber wall base 1/8" thick with formed inside and outside corners. Carriage 25 ounce carpet with Stainguard in living room and bedrooms A minimum 7/16" re-bond 8 pound carpet pad will be included under all carpet. Base shall be wood.

**Walls**

Exterior Walls	2X6 wood frame, and 7/16" sheathing
Exterior Siding	Vinyl lap siding with matching skirting
Interior Finish	Gypsum board 5/8" standard tape, texture and paint Moisture resistant gypsum board shall be used in bathroom and rest rooms

**Roof**

Truss	134 PSF roof snow load
Ridge Beam	Engineered for 128 PSF
Eaves	Extended 12" minimum eaves on all sides
Finish Roof	25 YR 3-tab composition shingles
Finish Ceiling	Gypsum board 5/8" standard tape, texture and paint. Moisture resistant gypsum board shall be used in bathroom and restrooms.

**Insulation – Super Good Cents Package**

Floor Insulation	R-33
Exterior Wall Insulation	R-21
Interior Wall Insulation	R-11 Sound batts, bedroom and bathroom walls
Roof insulation	R-38

**Doors/Windows**

Exterior Doors	3'-0" X 6'-8" Solid core insulated metal door, triple hinged with 4 ½"
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stainless steel butts with bearings with non removable pins, Best Lock sets (93K7R15Ds3-626), cylinder bore 2 ¾"

Interior Doors

2'-8" X 6'-8" hollow core doors for bedrooms and bathrooms with privacy locks

2'-0" X 6'-8" hollow core bi fold wood door for furnace and water heater closets with pass knobs

6'-0" X 6'-8" sliding doors for bedroom closets

All locksets shall be compatible with Best Lock cores and shall have lever type knobs

Windows

Vinyl slider windows - (three each) 48"X58" living room and kitchen, (one each) 30"X40" kitchen & (four each) bedrooms as shown on drawings

All windows to be provided with louvered vinyl mini blinds and screens  
Window sizes are nominal and minor changes necessary to accommodate suppliers' modular designs may be accepted by the Architect.

**Furnishing**

Cabinets

All wood kitchen and bathroom vanity cabinets with laminate counter tops. Hollow core cabinets and doors are unacceptable

Appliances

18 CU FT refrigerator, heavy duty electric washer and dryer, dishwasher, garbage disposal, electric range & range hood

**Plumbing**

Sinks

Stainless steel in kitchen

Porcelain in bathrooms

Faucets

Single lever, chrome plated brass faucets, kitchen, bathrooms, and showers

(2) Frost proof exterior faucets (as shown on floor plan)

Water heater

50 gallon - electric

**HVAC**

Heat

Electric furnace correctly sized for unit

Ceiling exhaust fans in bathrooms

**Electrical/Telephone/TV Cable**

Main Panel Wiring

(1) 200 Amp w/main breaker

Exterior Receptacles

(2) WP GFI exterior outlets next to exterior doors

Exterior Lights

(2) next to exterior doors

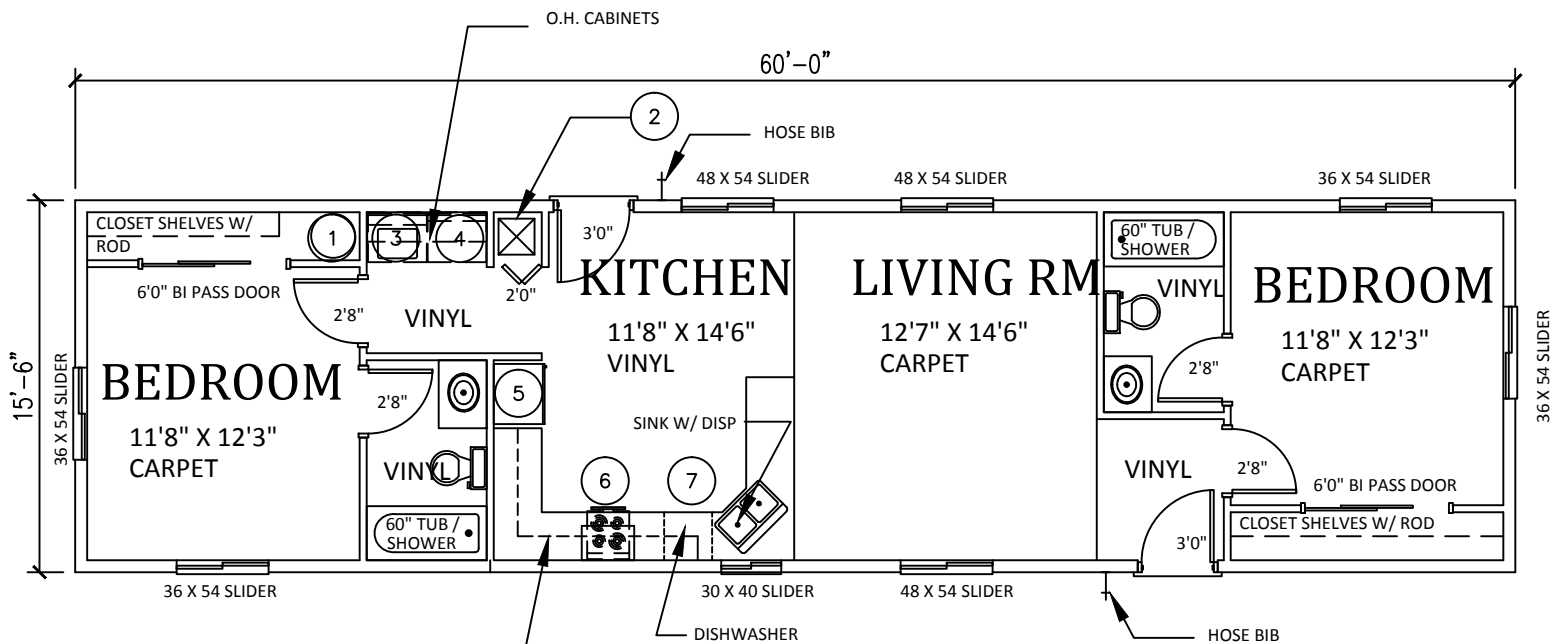
Telephone

Telephone jacks in living room and bedrooms

Television Cable

Television cable in living room and bedrooms





- ① ELECTRIC WATER HEATER
- ② ELECTRIC FURNACE
- ③ WASHER
- ④ ELECTRIC DRYER
- ⑤ ELECTRIC REFRIGERATOR
- ⑥ ELECTRIC RANGE AND HOOD
- ⑦ DISHWASHER

### NOTE:

SEWER, WATER, & POWER  
HOOKUPS AVAILABLE AT SITE  
ITD PERSONNEL WILL LOCATE  
EXACT PLACEMENT.

## LOWMAN SINGLE WIDE MANUFACTURED HOUSING # 2 BUILDING NO. 3196

SCALE: 1/8" = 1'-0"

SCALES SHOWN  
ARE FOR 8 1/2" x 11"  
PRINTS ONLY



DATE	REVISIONS

LOWMAN SINGLE WIDE  
MANUFACTURED HOUSING UNIT #2  
BUILDING NO. 3196

BOPE

STATE OF IDAHO  
TRANSPORTATION DEPARTMENT  
DIVISION OF HIGHWAYS

BOPE

DRAWN ROBERT  
DATE 4/18/12  
CHECKED B.E.F.  
JOB NO  
SHEET  
APPROVED



IDAHO TRANSPORTATION DEPARTMENT

SIGNATURE PAGE

Idaho Transportation Department  
Business & Support Management – Purchasing Unit  
3311 W. State St. (P.O. Box 7129)  
Boise, ID 83703 (83707-1129)

*This response is submitted in accordance with all documents and provisions of the specified Requisition Number and Title detailed above. By my signature below, I accept the terms and conditions as incorporated into this solicitation. As the undersigned, I certify I am authorized to sign and submit this response for the Contractor.*

\_\_\_\_\_  
Taxpayer Identification #

\_\_\_\_\_  
Public Works License # (If Req'd)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
State of Domicile

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, & Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**BY SIGNING, CONTRACTOR ACKNOWLEDGES HE/SHE WILL COMPLY WITH ALL THE TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS SOLICITATION.**

*If **not domiciled** in the State of Idaho, please provide an address where business is conducted in the State of Idaho, if applicable:*

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, & Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

**THIS PAGE MUST BE SIGNED IN BLUE INK & RETURNED WITH YOUR BID**

<b>BID SCHEDULE</b>
---------------------

**BIDDER:** \_\_\_\_\_

The bid item shall be filled in completely by the bidder in the bid schedule, by indicating total dollars and cents under the Total Amount Bid. All costs, including hourly rates will be included here and will be fully burdened to include; but not limited to, wages, transportation, lodging, overhead, and per-diem.

All of the items shown or noted on the plans or in these specifications, which are not specifically a bid item, are considered incidental items. The cost of furnishing and installing all incidental items will not be paid for separately, but shall be included in the contract unit prices as bid, unless otherwise noted.

All figures should be written in ink or typed. Penciled entries will not be accepted; bids will be considered irregular and rejected.

ITEM NO.	UNIT	DESCRIPTION	TOTAL AMOUNT BID
1	EACH	PURCHASE / INSTALL SINGLEWIDE MANUFACTURED HOUSING UNIT #1 AT LOWMAN	
2	EACH	PURCHASE / INSTALL SINGLEWIDE MANUFACTURED HOUSING UNIT #2 AT LOWMAN	

**AWARD TO BE ALL "OR NONE"**

***ITD will select either Unit # 1, or Unit #1 and Unit #2, whichever is deemed to be in the best interest of the State, based on total cost of each unit***

**THIS PAGE MUST BE SIGNED IN BLUE INK & RETURNED WITH YOUR BID**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**CONTRACTOR'S AFFIDAVIT**

**CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned being duly sworn upon oath deposes and says that \_\_\_\_\_  
(Contractor Name)

complies with the provisions of Section 72-1717 Idaho Code (Drug Free Workplace program); that

\_\_\_\_\_ provides a drug-free workplace program that complies with the  
(Contractor Name)

provisions of Idaho Code, Title 72, Chapter 17 and will maintain such program throughout the life this

contract and that \_\_\_\_\_ shall subcontract work only to  
(Contractor Name)

subcontractors meeting the requirements of Idaho Code, section 72-1717(1)(a).

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City and State

By: \_\_\_\_\_  
(Signature)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.  
Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, residing at

**CONTRACTOR'S AFFIDAVIT**

**CONCERNING ILLEGAL ALIENS**

[http://gov.idaho.gov/mediacenter/execorders/eo09/eo\\_2009\\_10.html](http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, being duly sworn upon oath, deposes and says that \_\_\_\_\_  
(Contractor Name)

complies with the provisions of Idaho Executive Order 2009-10 (Establishing a Policy for All State  
Agencies Concerning Public Funds); that \_\_\_\_\_ substantiates that all  
(Contractor Name)

employees providing services or involved in any way on projects funded directly by or assisted in whole  
or part by state funds or federal stimulus dollars can legally work in the United States and complies with  
the provisions of Idaho Executive Order 2009-10 and will maintain such throughout the life of this  
contract and that \_\_\_\_\_ shall subcontract work only to subcontractors  
(Contractor Name)

meeting the requirements of Idaho Executive Order 2009-10. Any misrepresentation or any employment  
of persons not authorized to work in the United States constitutes a material breach and shall be cause  
for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation,  
and/or termination of the contract.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
City and State

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, residing at

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<p style="text-align: center;"><b>LICENSE REQUIREMENTS</b> <b>FOR PLUMBING, ELECTRICAL, AND HVAC WORK</b></p>
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*The contractor must complete this form giving the name, address, and Public Works Contractors License Number for any and all companies who shall, in the event the Contractor secures the contract, complete the plumbing, electrical, or HVAC work under the contract in accordance with Idaho Code Section 67-2310. Failure to complete this form as required may render any such bid submitted by a contractor unresponsive and void.*

*Companies must possess an appropriate Idaho Public Works Contractors License issued by the State of Idaho Public Works Contractors State License Board covering the contract work classification in which they are named, except as stated in Subsection.107.03-Licensing of Contractors.*

*The following are the names, addresses, Public Works Contractors license numbers, and contract amounts of the Contractor or Subcontractor(s) who shall do the plumbing, electrical, or HVAC work under the contract.*

*Note: Idaho Code Section 67-2310 also states "No general contractor shall name any subcontractor in his bid unless the general contractor has received communication from the subcontractor."*

A. **Plumbing work by:** \_\_\_\_\_ **residing at:**  
\_\_\_\_\_, **whose Idaho Public Works Contractors License No. is:** \_\_\_\_\_,  
**whose Plumbing License No. is:** \_\_\_\_\_. **Amount: \$**\_\_\_\_\_

B. **Electrical work by:** \_\_\_\_\_ **residing at:**  
\_\_\_\_\_, **whose Idaho Public Works Contractors License No. is:** \_\_\_\_\_,  
**whose Electrical License No. is:** \_\_\_\_\_. **Amount: \$**\_\_\_\_\_

C. **HVAC work by:** \_\_\_\_\_ **residing at:**  
\_\_\_\_\_, **whose Idaho Public Works Contractors License No. is: :** \_\_\_\_\_,  
**whose HVAC License No. is:** \_\_\_\_\_. **Amount: \$**\_\_\_\_\_

**THIS PAGE MUST BE SIGNED IN BLUE INK & RETURNED WITH YOUR BID. THIS DOCUMENT WILL BE  
INCORPORATED INTO ANY RESULTING CONTRACT(S)**

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## CONTRACTOR'S RESPONSIBILITY

### **FOR SEALED BIDS:**

**ALL DOCUMENTS** APPLICABLE AT TIME OF BID must be signed **IN BLUE INK**, dated, and returned with your bid documents to allow your bid to be considered. Documents not returned **WILL** result in a non-responsive bid.

**DISCLAIMER:** All required documents may or may not be listed. It is the Contractor's responsibility to review all documents and return as specified.

- 1) **Signature Page**
  - Contractor's License Number(s) must be inserted
  - Page must be signed with an original signature
- 2) **Bid Schedule** must be completed and signed with an original signature
- 3) **Contractor's Affidavit Concerning Alcohol and Drug Free Workplace**
- 4) **Contractor's Affidavit Concerning Illegal Aliens**
- 5) **Subcontractor's Form (if required)**
- 6) A 5% Bidders Bond **(if required)**
- 7) **All Addenda** Must be Signed and returned with your Bid Documents.  
It is the Bidder's responsibility to verify if an addendum was issued.
- 8) **ALL BIDS** must be submitted in a sealed envelope with the Vendor's Name, Bid Open Date, and Project Name clearly marked on the outside of the envelope.

**NO BID ADJUSTMENTS WILL BE ACCEPTED:** Any changes made to a bid must be submitted as a separate bid and all rules remain in effect. ALL REQUIRED paperwork must be re-submitted.

<b>POTENTIAL BIDDERS LIST</b>
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WESTWIND HOMES 900 ADDISON AVE. W. TWIN FALLS, IDAHO 83301 PHONE: (208) 732-5710 FAX: (208) 732-5719	TREASURE VALLEY HOMES 4665 CHINDEN BLVD. GARDEN CITY, IDAHO PHONE: 208.375.8866 FAX: 208-375-8884
FREEDOM HOMES OF BOISE 4712 W CHINDEN BLVD BOISE, ID 83714 PHONE: (208) 376-4661 FAX: (208) 375-3437	US MOBILE HOMES 1001 SOUTH VISTA AVENUE BOISE, ID 83705-2428 PHONE: (208) 343-1900 FAX: (208) 888-6555
CHAMPION HOME BUILDERS PO BOX 190 WEISER, ID 83672 PHONE: (208) 549-1410 FAX: (208) 549-0060	NASHUA HOMES OF IDAHO PO BOX 170008 BOISE, ID 83717 PHONE: (208) 345-0222 FAX: (208) 345-1144
OAKWOOD HOMES CORP 21396 HIGHWAY 30 TWIN FALLS, ID 83301 PHONE: (208) 733-7755 FAX: (208) 733-7771	